

FDA-RFQ-1165037  
Microelectrode Amplifier

## Part 1 – Description

The Food and Drug Administration, Center for Drug Evaluation and Research (CDER) requires a Microelectrode Amplifier with Data Acquisition System/Software and a PCLAMP 10 S W standard.

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested, and a separate written solicitation will not be issued.

This solicitation is a Request for Quote (RFQ) using FAR Parts 12 and 13 procedures. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-87. The North American Industry Classification System (NAICS) code for the proposed acquisition is 334516, Analytical Laboratory Instrument Manufacturing. . The associated small business standard is 1000 employees. This is for a small business set-aside.

## Part 2 – Supplies or Services and Prices/Costs

Purchase Order Type: Firm-Fixed Price  
Base Year

Manufacturer	Product Code	Description	Quantity	Price
		Microelectrode Amplifier		
		Data Acquisition System/Software		
		PCLAMP 10 S W standard		
		One (1) year warranty on parts and labor		
		<b>Total Firm-Fixed Price</b>		

## Part 3 – Description/Specifications

### 3.1 Background

The Center for Drug Evaluation and Research (CDER) performs Electrophysiology, the study of the electrical properties of cells and tissues in the body. It involves recording voltage signals or current flow resulting from ions moving across ion channel proteins in the cell membrane. Because functions of excitable cells in the heart, muscle, and the brain rely on the cells' abilities to generate precise electrical signals, drugs and diseases that affect ion channels in these tissues will alter cardiac, skeletal muscle, and brain functions. The microelectrode amplifier, data digitizer, and software equipment bundle is intended for studies designed to generate the necessary electrophysiology data for assessing adverse effects of drugs and diseases on cells in the heart, skeletal muscle, and brain. This equipment bundle will be used to collect data from diverse preparations, including cultured cells, primary and cultured cardiac cells, nerve cells, and tissue slices from specific organs. Therefore, it must be designed to provide high degree of flexibility in recording electrical

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signals while automatically correct for the necessary system offsets (pipette offset/capacitance compensation, series resistance and whole cell capacitance compensation, leak subtraction, etc).

### 3.2 Salient Characteristics

To meet the purpose and objective of this requirement, the Contractor shall provide a microelectrode amplifier, a data digitizer, and data acquisition/analysis software. The software must operate under the 64-bit Windows 7 operating system. This equipment bundle must meet all required criteria listed below:

- The amplifier shall be computer and software-controlled, and suitable for single-channel as well as whole-cell voltage clamp recordings, high speed current clamp recordings (for use in whole cell configuration as well as intracellular sharp electrode and extracellular field potential recordings), ion-selective electrode recording, amperometry/voltammetry recordings, and bilayer recordings.
- The amplifier shall be able to support at least two headstages for recording from two cells simultaneously. Each headstage must contain a current-to-voltage converter for voltage clamp recordings, and a voltage follower for true current clamp recordings.
- The amplifier shall permit automated pipette offset, pipette capacitance compensation, and series resistance/whole cell capacitance compensation. The amplifier shall have automatic oscillation detection to prevent damage to the cell being recorded when electrical feedback occurs.
- The amplifier shall have selectable command sensitivity for flexible control of the output waveform.
- The digitizer shall be a low-noise acquisition system with 16-bit resolution data that can eliminate 50/60Hz line-frequency noise; have a minimal of 2 analog output channels to send command voltage output independently, a minimal of 4 analog input channels to digitize acquired signals up to 500 KHz independently, and a minimal of 4 digital output channels to control periphery equipment including stimulus isolators and perfusion systems.
- The digitizer shall have independent analog-to-digital converters for each input channel to ensure low crosstalk levels between channels and high data acquisition rate (up to 500 KHz).

Data generated with this equipment bundle – amplifier, digitizer, and software – shall be compatible with those generated by the existing electrophysiology system in the Division of Applied Regulatory Science. The current two equipment bundles in the division are MultiClamp 700B, Digidata 1550A1 series digitizer (with 1 channel humsilencer), and pClamp 10 Software.

Shipping, delivery of hardware and software shall be included.

One year warranty period of system and components shall be included.

### 3.3 Optional Service/Maintenance Agreement

Parts- The service plan will use all Original Equipment Manufacturer (OEM) certified parts.

## Part 4 –Performance and Deliverables

### 4.1 Place of Performance and Work Hours

All applicable equipment is located at the location listed below. Normal workdays are Monday through Friday except US Federal Holidays. Work hours are typically from 8 am to 5 pm (ET). Service visits shall be coordinated with, see below.

#### **Location and Point of Contact:**

Food and Drug Administration  
White Oak Campus  
WO62 Rm 1204  
10903 New Hampshire Avenue  
WO Bldg 62 Loading Dock  
Silver Spring, MD 20993

ATTN: TBD  
[TBD@fda.hhs.gov](mailto:TBD@fda.hhs.gov)

The component will be delivered to the WO Bldg 62, and transported to room TBD for installation and integration.

### 4.2 Period of Performance

The equipment shall be delivered 90 days from date of award. The warranty shall start when equipment is installed and accepted by FDA and be in effect for one year.

#### Optional Periods

Deliverable	Period of Performance
Option Period 1 -Service Agreement	To begin 1 <sup>st</sup> year following receipt of equipment
Option Period 2 -Service Agreement	To begin 2 <sup>nd</sup> year following receipt of equipment
Option Period 3 -Service Agreement	To begin 3 <sup>rd</sup> year following receipt of equipment
Option Period 4 -Service Agreement	To begin 4 <sup>th</sup> year following receipt of equipment

## Part 5 –Contract Administration

### 5.1 Representative's

The Contracting Officer's Representative (COR) will perform inspection and acceptance of materials and services to be provided.

For the purpose of this PART, (COR TBD – TBD@fda.hhs.gov) is the authorized representative of the Contracting Officer.

The COR is responsible for the following as required by this order: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluations; (4) performing technical inspections and acceptances; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the ***only person with authority to act as an agent of the Government under this order***. Only the Contracting Officer has authority to: direct or negotiate any changes in the order, including modifying or extending the period of performance, changing the delivery schedule, authorizing reimbursement to the Contractor for any costs incurred during the performance of this order, or otherwise change any terms and conditions of this order.

The contact information for the Contract Specialist is the following:

Naomi Carter  
U.S. Food and Drug Administration  
Office of Acquisitions and Grants Services  
5630 Fishers Lane  
Rockville, MD 20857  
[naomi.carter@fda.hhs.gov](mailto:naomi.carter@fda.hhs.gov);  
(240) 402-7575

The contact information for the Contracting Officer is the following:

Nicola Carmichael  
U.S. Food and Drug Administration  
Office of Acquisitions and Grants Services  
Rockville, MD 20857  
[Nicola.Carmichael@fda.hhs.gov](mailto:Nicola.Carmichael@fda.hhs.gov)  
(240) 402-7568

The contact information for the Contractor is the following:  
(TBD)

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## 5.2 Invoice Submission

A. The Contractor shall submit one original copy of each invoice to the address specified below:

Office of Financial Services  
Food and Drug Administration  
W032- Second Floor  
MAIL HUB 2145  
10903 New Hampshire Avenue  
Bldg 32, Rm# 2162, Mail Hub 2145  
Silver Spring MD 20993-0002  
Attn: Vendor Payments  
(301) 827-3742 or (866) 807-3742  
[fdavendorpaymentsteam@fda.gov](mailto:fdavendorpaymentsteam@fda.gov)

B. Invoices submitted under this contract must comply with the requirements set forth in FAR Clauses 52.232-25 (Prompt Payment) and 52.232-33 (Payment by Electronic Funds Transfer – Central Contractor Registration) and/or applicable Far Clauses specified herein. To constitute a proper invoice, the invoice must be submitted on company letterhead and include each of the following:

- (I) Name and address of the contractor;
- (II) Invoice Date and Invoice Number;
- (III) Purchase order/Award Number;
- (IV) Description, Quantity, Unit of Measure, Unit Price, and Extended Price Supplies Delivered or Services Performed, including: (a) Period of Performance for which costs are claimed; (b) Itemized travel costs, including origin and destination; and (c) Any other supporting information necessary to clarify questionable expenditures;
- (V) Shipping number and date of shipping, including the bill of lading number and weight of shipment if shipped on government bill of lading;
- (VI) Terms of any discount for prompt payment offered;
- (VII) Name and address of official to whom payment is to be sent (must be the same as that in the purchase order/award, or in a proper notice of assignment)
- (VIII) Name, title and phone number of person to notify in event of defective invoice;
- (IX) Taxpayer Identification Number (TIN);
- (X) Electronic Funds Transfer (EFT) banking information, including routing transit number of the financial institution receiving payment and the number of the account into which funds are to be deposited;
- (XI) Name and telephone number of the FDA Contracting Officer Representative (COR) or other program center/office point of contact, as referenced on the purchase order; and,
- (XII) Any other information or documentation required by the purchase order/award.

C. Questions regarding invoices shall be directed to the FDA at the telephone number provided above.

## **Part 6-Contract Clauses**

### **6.1 HHSAR Clauses Incorporated by Reference**

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://www.hhs.gov/policies/hhsar/subpart301-1.html>.

352.211-3, PAPERWORK REDUCTION ACT (DEC 2015)  
352.203-70, ANTI-LOBBYING (DEC 2015)  
352.215-70, LATE PROPOSALS AND REVISIONS (DEC 2015)  
352.222-70, CONTRACTOR COOPERATION IN EQUAL EMPLOYMENT OPPORTUNITY INVESTIGATIONS (DEC 2015)  
352.223-70, SAFETY AND HEALTH (DEC 2015)  
352.224-70, PRIVACY ACT (DEC 2015)  
352.227-70, PUBLICATIONS AND PUBLICITY (DEC 2015)  
352.237-75 KEY PERSONNEL (DEC 2015)

### **6.2 FAR Clauses Incorporated by Reference:**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: [www.acquisition.gov/far/index.html](http://www.acquisition.gov/far/index.html)

[52.202-1 Definitions \(November 2013\)](#)

[52.203-5 Covenant Against Contingent Fees \(May 2014\)](#)

[52.203-7 Anti-Kickback Procedures \(May 2014\)](#)

[52.212-4 Contract Terms and Conditions-Commercial Items \(May 2015\)](#)

[52.233-4 Applicable Law for Breach of Contract Claim \(Oct 2004\)](#)

### **6.3 FAR Clauses in Full Text:**

#### **Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Mar 2016)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X 52.204-7 -- System for Award Management (**Jul 2013**)

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

X (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (Oct 2015) of 52.219-9.

X (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

X (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

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- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (i) 52.222-22 -- Previous Contracts and Compliance Reports.
- X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- \_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- \_\_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
- \_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
- \_\_\_ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- X (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.



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X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

X (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

X (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (43) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

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- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

*Alternate I (Feb 2000).* As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

*Alternate II (Mar 2016).* As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

- (d)
  - (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—
    - (i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and
    - (ii) Interview any officer or employee regarding such transactions.
- (e)
  - (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

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(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and  
(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203–13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203–15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219–8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222–21, Prohibition of Segregated Facilities (Apr 2015).

(E) 52.222–26, Equal Opportunity (Apr 2015) (E.O. 11246).

(F) 52.222–35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(G) 52.222–36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(H) 52.222–40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222–40.

(I) 52.222–41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) \_\_\_\_ (1) 52.222–50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (2) Alternate I (Mar 2015) of 52.222–50 (22 U.S.C. chapter 78 E.O. 13627).

(K) 52.222–51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(L) 52.222–53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

(M) 52.222–54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) 52.222–55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(O) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226–6.

(P) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.

**FAR 52.217-8, Option To Extend Services (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total

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extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of this contract.

**FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years and six months.

**Part 7 – Instructions to Offerors**

Offerors shall include in the quote, a point of contact (name, telephone number, and email address), proposed firm-fixed-prices estimated delivery date, business size and type (e.g. small, 8(a) small businesses, veteran-owned small businesses, woman-owned small businesses, etc.), Dun and Bradstreet (DUNS) number, country of manufacturing of equipment, and certification that all company information listed in the System for Award Management (SAM) database is complete, accurate, and current.

Offerors shall ensure the solicitation number is visible in the header of the email transmission of their quote. Offerors shall complete the pricing tables for the base period equipment plus the four (4) option periods.

The technical evaluation for this solicitation will be the offeror's ability to meet the required specifications listed in section 3.2, Salient Characteristics. **Faxed quotes will not be accepted.**

**Quotes must be valid through September 30<sup>th</sup>, 2016.**

**Offerors Response Date and Time:**

All quotes and revisions shall be received via email by [Naomi.Carter@fda.hhs.gov](mailto:Naomi.Carter@fda.hhs.gov) before **10:00 AM Eastern Time on Tuesday, June 7<sup>th</sup>, 2016.**

**Award shall be made to a responsible party with the Lowest Priced Technically Acceptable (LPTA) offer.**